

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000013792
Environmental Systems Research
Attn Customer Support
380 New York St
Redlands CA 923738100
USA

Phone #: 888-377-4575

Contract ID 0000000000000000000018726		Page 1 of 4
Contract Dates 12/03/2010 to 12/31/2012		Origin CPS
Description: GIS SOFTWARE AND SERVICE		Contract Maximum \$9,999,999.00
Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Esri - GEOGRAPHIC INFORMATION SYSTEMS SOFTWARE, DATA, WEB SERVICES, DOCUMENTATION, PROFESSIONAL SERVICES, TRAINING SERVICES OR HARDWARE	EA	0.01000	0.00	0.00

Esri WILL OFFER A 5% DISCOUNT FROM ITS THEN CURRENT COMMERCIAL MASTER PURCHASE AGREEMENT PRICE LIST (E416SH). (THE SOFTWARE DISCOUNT DOES NOT APPLY TO MAINTENANCE, PROFESSIONAL SERVICES, TRAINING SERVICES, OR HARDWARE.)

CONTRACT TERMS AND ADDITIONAL INFORMATION

PRICING CAN BE ATTAINED BY CONTACTING THE Esri CUSTOMER SERVICE NUMBER 888-377-4575 OR CONTACTING THE LOCAL SALES REPRESENTATIVE, LISA ANDREWS AT landrews@esri.com OR AT 518-598-3433

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT AGREEMENT IS BETWEEN THE STATE OF VERMONT AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (Esri)

PRICING IS IN ACCORDANCE WITH CONTRACTOR'S MPA PRICE LIST

PRICING WILL BE A PERCENTAGE OFF THE CONTRACTORS COMMERCIAL LIST PRICE.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS AS MODIFIED FOR THIS CONTRACT AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS AS MODIFIED FOR THIS CONTRACT ARE ATTACHED AND INCORPORATED AS PART OF THIS AGREEMENT. ALSO INCORPORATED IN THIS AGREEMENT ARE:

1. State and Local MPA Terms and Conditions, E500 11/2006
2. Master License Agreement No. 2010MLA7084, comprised of 1) General License Terms and Conditions, E200M 04/19/2010, and Esri Exhibit 1, Scope of Use, E300 03/29/2011
3. Esri MPA Price List, E416 01/13/2011.
4. Custom Software, Technical Data, and Assistance License Addendum, E600 02/18/2011, including Attachment A- Sample Task Order and Attachment B- Time and Materials Rate Schedule (J-8410)
5. Esri Client Site Training Terms and Conditions, E207CW 03/09/2011

SCOPE OF CONTRACT: THIS IS A CPS CONTRACT FOR THE PURCHASE OF SOFTWARE AND SOFTWARE SERVICES. ALL STATE DEPARTMENTS AND AGENCIES MAY USE THIS CONTRACT, THIS CONTRACT MAY ALSO BE USED BY POLITICAL SUBDIVISIONS (TOWNS AND CITIES) OF THE STATE OF VERMONT..

CONTRACT PERIOD: THE BASE CONTRACT PERIOD IS FOR 2YEARS, DECEMBER 03, 2010 THRU DECEMBER 31, 2012, WITH THE OPTION TO RENEW THIS AGREEMENT FOR TWO ADDITIONAL ONE YEAR PERIODS.

TERMS OF PAYMENT: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

ORDER OF PRECEDENCE: ANY AMBIGUITY, CONFLICT OR INCONSISTENCY IN CONTRACT DOCUMENTS SHALL BE RESOLVED ACCORDING TO THE FOLLOWING ORDER OF PRECEDENCE.:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants as modified for this contract)
- (3) Attachment D (Commodity Purchases Terms and Conditions as modified for this contract)
- (4) State and Local MPA Terms and Conditions, E500 11/2006
- (5) Master License Agreement No. 2010MLA7084, comprised of 1) General License Terms and Conditions, E200M 04/19/2010, and ESRI Exhibit 1, Scope of Use,

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	E300 03/29/2011					
	(6)	Esri MPA Price List, E416 01/13/2011				
	(7)	Custom Software, Technical Data, and Assistance License Addendum, E600 02/18/2011, including Attachment A- Sample Task Order and Attachment B- Time and Materials Rate Schedule (J-8410)				
	(8)	Esri Client Site Training Terms and Conditions, E207CW 03/09/2011				

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED. ORDERS MAY BE PLACED ON-LINE, VIA PHONE, FAX, OR WRITTEN ORDERS MAY BE SENT TO;

Esri CUSTOMER SERVICE, 380 NEW YORK STREET, REDLANDS CA, 92373

ORDERS MAY ALSO BE PLACED THROUGH THE THE Esri ACCOUNT SALES REPRESENTATIVE. THE CURRENT REP IS LISA ANDREWS , AT PHONE 518-598-3433 OR landrews@esri.com. ACCOUNT INFORMATION CAN BE FOUND BY CONTACTING CUSTOMER SERVICE AT 888-377-4575, OPTION 1, EXTENSION 2857 OR ONLINE AT <http://customers.esri.com>.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT A QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD.

WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER

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CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.						

TOWNS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS. Esri REQUIRES POLITICAL ENTITIES TO INCORPORATE THE TERMS AND CONDITIONS OF THE STATE / Esri CONTRACT INTO ITS PURCHASE ORDERS. NOTE ESRI DOES OFFER SPECIAL PURCHASING PROGRAMS FOR EDUCATIONAL ENTITIES WHICH ARE OUTSIDE THE SCOPE OF THIS CONTRACT.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

PERFORMANCE MEASURES:
THE FOLLOWING PERFORMANCE MAEASURES ARE ADDED TO THIS CONTRACT:

1. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THE QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES TO THE CONTRACTS STATUS.

2. TECHNICAL SUPPORT: THE CONTRACTOR MUST RESPOND TO CUSTOMER REQUESTS FOR TECHNICAL SUPPORT IN A TIMELY MANNER. Esri's "TECHNICAL SUPPORT RESPONSE TIME MATRIX" WILL DEFINE THE TECHNICAL RESPONSE EXPECTATIONS. WHEN A TECHNICAL SUPPORT ISSUE IS RAISED Esri WILL ASSESS THE SEVERITY BASED ON THE CRITERIA IN THE "RESPONSE TIME MATRIX". THE RESPONSE TIMES WILL RANGE FROM A 4 HOUR RESPONSE FOR CRITICAL ISSUES TO 48 HOURS RESPONSE FOR LOW SEVERITY ISSUES (THOSE WITH LITTLE OR NO IMPACT TO BUSINESS OPERATIONS OF END USERS.)

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____